



**Town of Amherst
Special Council Meeting
Agenda**

Date: Tuesday, August 9, 2016
Time: 12:00 p.m.
Location: Stadium

Pages

1. CALL TO ORDER
2. REQUEST FOR DECISION
 - 2.1 Ice Allocation Policy (1785) 1 - 15
3. ADJOURNMENT

Synopsis

Ice Allocation Policy

During the budget process for the current year, a pilot project was proposed which would provide free ice time for youth users, 18 and under, for the 2016-17 ice season.

At Council's direction, a new Ice Allocation Policy was drafted, reflecting these discussions. The new policy sets out specific timelines for ice allocation and defines distribution by demographics.

For the 2016-17 ice season, fees for youth ice rental (age 18 and under) will be waived. This includes waiving of ice rental fees for Amherst Skating Club and Cumberland County Minor Hockey Association. The intent of this pilot is that the organizations are expected to pass the equivalent ice cost savings to their members, resulting in reduced registration fees.

The objective of the policy is to provide guidelines for ensuring fair and equitable ice time that will allow for optimal utilization of the facility. It is estimated that the investment to provide free ice time to youth users will be approximately \$80,000. The 2016-17 pilot will be funded through the Operating Reserve.

The policy also sets out requirement to comply with the provisions of municipal alcohol and smoke free places policies and bylaws. The Town wishes to achieve consistency with the Municipal Alcohol Project (MAP) and this is one opportunity for us to demonstrate our leadership on this issue.

As well, the policy formalizes the Ice Rental and Stadium Rental agreement processes currently in practice at the Stadium.

MOTION :

That Council approve the new Ice Allocation Policy, 72300-09, and further, that the 2016-17 General Operating Budget be amended by reducing Ice Rental Revenue by \$80,000 and increasing Transfer from Operating Reserve by the same amount.



REQUEST FOR DECISION

RFD#

Date: 9 August 2016

TO: Mayor Small and Members of Amherst Town Council

SUBMITTED BY: Bill Schurman, Director of Recreation

DATE: 9 August 2016

SUBJECT: Ice Allocation Policy

ORIGIN:

Direction of Council at the In-Camera Committee of the Whole meeting on 20 June 2015

LEGISLATIVE AUTHORITY:

MGA 172 authorizes a council may make bylaws and policies for municipal purposes respecting services provided by, or on behalf of, the municipality.

RECOMMENDATION:

That Council approve the new Ice Allocation Policy, 72300-09

BACKGROUND:

At a Committee of the Whole meeting on August 31, 2015, Council directed staff to develop an ice rental policy for the Stadium. The first draft was distributed for Council's information at the October 26 Committee of the Whole meeting, and again on November 21. During the budget process for the current year, a pilot project was proposed which would provide free ice time for youth users, 18 and under, for the 2016-17 ice season. A new Ice Allocation Policy was drafted, reflecting these discussions.

Council reviewed the new policy during an In-Camera meeting of Committee of the Whole on June 20, 2016. This was conducted In-Camera in order to maintain confidentiality until such time as it could be discussed with some of the major users who would be affected, and to provide the Town with the best opportunity to announce and showcase the free ice time for youth users.

At that time, it was referred to a future meeting for Council's approval and media conference to launch the pilot project of no charge ice time for youth, 18 and under.

DISCUSSION:

The new policy sets out specific timelines for ice allocation and defines distribution by demographics. For the 2016-17 ice season, fees for youth ice rental (age 18 and under) will be waived. This includes waiving of ice rental fees for Amherst Skating Club and Cumberland County Minor Hockey Association. The intent of this pilot is that the organizations are expected to pass the equivalent ice cost savings to their members, resulting in reduced registration fees.

The policy also sets out requirement to comply with the provisions of municipal alcohol and smoke free places policies and bylaws. The Town wishes to achieve consistency with the Municipal Alcohol



Project (MAP) and this is one opportunity for us to demonstrate our leadership on this issue.

As well, the policy formalizes the Ice Rental and Stadium Rental agreement processes currently in practice at the Stadium.

FINANCIAL IMPLICATIONS:

The objective of the policy is to provide guidelines for ensuring fair and equitable ice time that will allow for optimal utilization of the facility. It is estimated that the investment to provide free ice time to youth users will be approximately \$80,000. The 2016-17 pilot will be funded through the Operating Reserve.

COMMUNITY ENGAGEMENT:

This policy sets out timelines for communication to the various user groups to allow for consistent and fair scheduling. The communication engagement is a direct result of this policy. While the policy indicates time periods in which consultation will take place, common sense and flexibility with user groups will be practiced.

ENVIRONMENTAL IMPLICATIONS:

There are no specific environmental implications associated with this policy

ALTERNATIVES:

1. Approve the policy as presented;
2. Refer the policy back to staff for further review and recommendation.
3. Status quo with the User Fees Policy defining charges.

ATTACHMENTS:

Ice Allocation Policy 72300-09 (proposed)

Report prepared by: Bill Schurman

Report and Financial approved by:

DEPARTMENT: RECREATION

TITLE: **Ice Allocation**

Minutes reference date: 9 August 2016

PURPOSE:

The purpose of the ice allocation policy is to provide a set of consistent guidelines for ensuring fair and equitable ice time that allows optional facility utilization.

This policy applies to all ice user groups who use the Amherst Stadium.

POLICY STATEMENT:

1. Operating Season

As the general guideline, the length of the ice season will be from September 1st until April 15th. The length of the season will be determined annually by the Town of Amherst in consultation with local user groups. All user groups that rent ice on a regular basis will be invited to an annual user group meeting. The ice season will be based on the following criteria in no specific order.

- Local ice user demand
- Cost effectiveness/best practices
- Equipment facility requirements
- Availability of staff

Variation of hours and season extensions will be considered based upon

- Availability of staff
- Local ice user demand
- Cost of operation
- Equipment / facility requirements

Season extensions may require a universal hourly rate due to increased costs of operations.

The Stadium will be closed for regular operations on:

- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- New Year's Day
- Heritage Day
- Good Friday
- Easter Sunday

2. Prime Time Designation

Prime time is considered to be

- 5:00 pm – Midnight (Monday – Friday)
- 7:00 am – 12 am (Saturday & Sunday)
- 7:00 am – 12 am Statutory Holidays (if applicable)

3. Nonprime Time Designation

Nonprime time is considered 7:00 am – 5:00 pm weekdays

4. Rates and Fees

Rates and fees are set out in the Town's User Fees Policy, #3470-03, and are reviewed annually.

For the 2016-17 ice season, fees for youth ice rental (age 18 and under) will be waived. This includes waiving of ice rental fees for Amherst Skating Club and Cumberland County Minor Hockey Association. The intent of this pilot is that the organizations are expected to pass the equivalent ice cost savings to their members, resulting in reduced registration fees.

5. Ice Allocation Guidelines

The Town of Amherst reserves the right to allocate ice time to maximize the rental of available ice time in order to increase the sustainability of the Stadium.

It is recognized that it is advantages to maintain a reasonable amount of consistency with ice time scheduling from year to year therefore; consideration shall be given to the allocation of ice time based on the previous year as well as demand.

Using the two major youth users as examples, Cumberland County Minor Hockey Association (CCMHA) and Amherst Skating Club (ASC), each organization will be provided the same number of hours they used in the 2015-16 season. For additional requests for ice use beyond the previous year's rentals, in order to divide ice requests in a fair and equitable manner, ice will be allocated based upon the organization's percentage of weekly ice time used in 2015-16. For example: CCMHA averaged two times the hours per week in 2015-16 that ASC averaged. Therefore, CCMHA would receive two additional hours for every one additional hour that ASC receives, if requested.

Ice time is not guaranteed to any user until a final schedule is received and approved by the Recreation Department.

6. Ice Allocation Process

Ice allocation time line (to be used as a guideline; actual date will vary from year to year.)

For the 2016-17 pilot ice season only, where rental fees are waived for youth (18 and under), the following dates will apply:

- August 16, 2016 – “Ice Requests” are due by previous ice season user groups. Requests are to include regular ice schedule and special event schedule.
- August 22, 2016 - Draft schedule is sent to previous ice user groups with meeting date reminder.
- August 31, 2016 - User group meeting facilitated by the Recreation Department to discuss proposed ice schedules and special events.
- September 2, 2016 – Revisions to drafts completed and tentative schedule released.
- September 6, 2016 – User groups may cancel up to 15% of these ice times due to lower registration numbers. The provision for additional time after September 1 shall only be for ice time not under contract to other users.

For the 2017-18 ice season and beyond, the following time line will be in effect:

- March 1 – ice rental packages sent to previous ice season user groups. Ice rental packages include “ice request forms” “Ice start dates” and upcoming “meeting dates”
- May 30 – “Ice Requests” are due by previous ice season user groups. Requests are to include regular ice schedule and special event schedule.
- June 30 – Draft schedule is sent to previous ice user groups with meeting date reminder.
- July 15 – User group meeting facilitated by the Recreation Department to discuss proposed ice schedules and special events.
- July 30 – Revisions to drafts completed and tentative.
- September 1 – User groups may cancel up to 15% of these ice times due to lower registration numbers. The provision for additional time after September 1 shall only be for ice time not under contract to other users.

7. Ice Re-Allocation

The Recreation Department reserves the right to re-allocate ice time in the event of cancellations.

8. Special Events and Tournaments

Special event and tournament requests must be submitted at the same time as regular ice requests.

9. General ice and Facility Management

1. Ice flood schedules

All ice booked consists of a 60 minute hour. 15 minutes is allocated for normal resurfacing.

Where groups have several consecutive hours of ice rental, the ice is considered a block. Resurfacing time is considered part of the block.

Resurfacing schedule is at the sole discretion of the Recreation Department and the Stadium Attendant to ensure safe ice conditions. The decision to resurface the ice at any time is the sole discretion of the Stadium Attendant. No persons are allowed on the ice until ice resurfacing machine and all Stadium employees have left the ice surface and the doors have been closed.

2. Dressing Room

The Recreation Department and Stadium Attendant reserve the right to allocate dressing rooms based on the number of participants and/or teams using the ice and other uses occurring in the Stadium.

Any damages are to be reported to the Recreation Department or designate.

Dressing rooms will be available 30 minutes prior to scheduled agreement times and shall be vacated within 30 minutes of the expiration of the agreement time.

3. Alcohol, Tobacco & Smoke Free

Users shall comply with the provisions of the municipal alcohol and smoke free places policies and by-laws where applicable.

Alcohol beverages are strictly prohibited on the premises including dressing rooms, spectator areas, and the parking lot. Exception to the policy can apply through licensing approvals of the NSLC.

Tobacco use of any kind is strictly prohibited, including e-cigarettes. A designated smoking area in the outside parking lot will be made available.

Persons or organizations using the Stadium shall not conduct themselves in a disorderly manner including the possession of illegal drugs, illegal alcohol consumption, use of foul language, misuse of facility or other illegal activity.

Should there be any contravention of the above noted conditions, the ice rental contract becomes null or void and the user shall pay the Town of Amherst for cleanup and/or repairs. The user shall be subject to an administrative review which may include the revocation of ice privileges without refund.

10. Curfew Ice

During special events and seasonal playoffs, all efforts will be made to maintain the Stadium's regular ice schedule. However, should a game run over its scheduled time, the subsequent users will have their time adjusted accordingly. Users will be charged for extra time at the policy rate in effect at the time.

11. New Organization or Emerging Sport

When reasonable, the Recreation Department will recognize a new organization or emerging ice sport and will make reasonable effort to allocate ice time to enable establishment of its programs and services. Recognition and ice allocation will occur once the conditions and criteria outlined in the policy are met and existing users are not adversely impacted. New organizations/programs will be accommodated only to provide for and meet community needs and Stadium sustainability.

12. Operating Stadium Outside of Standard Hours

The opening of the Stadium during times when it is closed, or beyond established operating hours may be considered if the applicant agrees to pay full operational costs for opening and pending staff availability. Application does not guarantee approval.

13. General Administration

1. Application

All applicants and users must submit all requests for ice time applications, amendments and cancellations on Recreation Department approved forms.

The Recreation Department reserves the right to reject applications and requests from users submitting forms which are incomplete or contain incorrect information.

2. Ice Allocation and Management Policy Review

The ice allocation policy shall be reviewed on a biannual basis.

3. Payment of Ice

As a general principal payment for ice time shall be made at the time of booking or in advance of usage. User groups making commitment for ice time in advance of the season, in accordance with the ice allocation policy, shall be invoiced on a monthly basis provided a signed contract is executed. User groups booking ice on a semi-regular basis throughout the season maybe invoiced on a weekly basis at the discretion of the Recreation Department. The Recreation Department reserves the right to cancel and reallocate ice time due to delinquent accounts.

The nonpayment of invoices issued or repetitive late payments may result in the denial of future rental.

The user shall be responsible for any damage incurred to the premises or property of the Town as a result of any act or omission of the applicant or the group named or their members. Damages which occur to the Stadium facility shall be the responsibility of the group or individual who signs the rental agreement.

4. Cancellation

The Recreation Department requires five days' written notice for all cancellations, addressed to Recreation Department schedule or designate.

The Recreation Department may accept cancellations of ice time in the event that the vacant time slot can be filled. Should ice time not be filled, the user shall be held responsible for the payment of the rental.

In the case of inclement weather, the Recreation Department reserves the right to wave the cancellation requirements at its discretion.

The Recreation Department reserves the right to cancel any rental agreement upon notice to the user should the facility be required for emergency purposes.

The Recreation Department shall not be held responsible for any failure in supplying ice time due to circumstances beyond its control.

5. Sublet

The user shall not sublet or render to others the facility without written authorization from the Recreation Department.

6. Health and Safety

The Recreation Department strongly recommends that CSA approved safety equipment including head, eye and facial protection to be worn by all participants. The user shall advise their participants to wear such protection. The user shall have available an adequate first aid kit.

7. Insurance Requirements for all Ice Users

The organization shall provide certificates of insurance evidencing the coverage as required to the Recreation Department. Upon expiry, documents of renewed coverage are again to be provided and the organization will make policies available to the Town for review and in the event of claim.

SCHEDULE A

Ice Rental Agreement

Renters Name: _____

Regular Season Ice Allocations:

Regular Day:

<u>October</u>	<u>November</u>	<u>December</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>

Amount of Rental Fee: Per Hour (Plus HST and any applicable taxes)

Please note that schedules may be adjusted to accommodate tournaments etc. You will be advised as soon as possible, if this is necessary.

Payment is due in full prior to designated ice time.

Note: Facility users are advised that the Town of Amherst reserves the right to pre-empt and/or cancel regularly scheduled activities.

Private rentals are not permitted to charge unless authorized by the Town of Amherst.

Facility User is responsible for the above charge, unless notice of cancellation has been given in advance (five days).

Signed: _____

Date: _____

SCHEDULE B

STADIUM RENTAL AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20_____

BETWEEN **THE TOWN OF AMHERST**, a body corporate having its Head Office at Amherst in the County of Cumberland and the Province of Nova Scotia (hereinafter called the "Town")

OF THE FIRST PART

- and -

(_____)
(hereinafter called the "Applicant"),

OF THE SECOND PART

WITNESSETH that in consideration of the Agreements hereinafter set forth, the Town hereby grants to the Applicant the right to use a portion of the building known as the "Amherst Stadium" located at 159-185 Church St., Amherst, NS (hereinafter referred to as the "premises") on the days and for the times and purposes set forth herein, and the Applicant covenants and agrees to accept and use the said premises in the manner aforesaid subject to the covenants and agreements hereinafter set forth.

1. **Definitions**

In this agreement, the following words shall have the meanings set out hereunder.

"Ice time" means the time designated in **Agreement A between _____ and the Town of Amherst** that the Applicant has exclusive rights to use the ice surface of the premises during each week of the season as defined in this agreement.

"Season" means the days during the terms of this Agreement that the Town in its sole discretion has and maintains an ice surface in the premises.

"Special event" means an opportunity or an event which the Town, in its sole discretion, requires the use of the premises for itself or any other person, organization, association or corporation in priority to the Applicant.

2. **Rental of Ice Time**

The Town agrees to rent to the Applicant ice time in the premises during the season at the hourly rate and at the time(s) described in Agreement, attached hereto.

3. **Rental Fees**

The Applicant covenants and agrees to pay to the town the total rental fee described in Agreement attached hereto at the times described therein as consideration for the rental of the premises.

4. Rights of Town on default

- (a) In the event that the Applicant shall default in making any of the payments described in Agreement the Town may at its option pursue any one or more of the following remedies:
- (i) immediately, upon such default, terminate this Agreement by written or oral notice to the Applicant; or
 - (ii) refuse to deliver possession of the premises until all of the payments have been made as described heretofore; or
 - (iii) re-let the premises for all or part of the times provided in Agreement
- (b) If this Agreement is terminated by the Town by reason of the Applicant's breach of any of the terms thereof, the Town shall not be obligated to refund or credit the Applicant for monies paid hereunder in advance and the Applicant shall be deemed to have forfeited any monies paid hereunder in advance.

5. Town's right to re-let or re-assign or cancel

Notwithstanding anything contained herein, the Town, at its option, may re-let the premises (in whole or in part), re-assign the ice time (in whole or in part), cancel ice time or upon written notice to the Applicant, terminate this Agreement, at any time without any obligation or liability to the Applicant excepting the obligation to refund the Applicant for any monies paid hereunder in advance.

6. Assignment, etc.

The Applicant covenants with the Town that the Applicant will not assign this Agreement or part There of or share the possession of the premises or any part thereof without the consent of the Town in writing and such consent may be unreasonably withheld.

7. Injuries, damages, etc.

The Town shall not be responsible in any way for any injury to any person, including death, or for any loss of or damage to any property belonging to the Applicant or invitees or licensees of the Applicant while such person or property is in or about the premises during the days and times set forth in Agreement including (without limiting the foregoing) any loss of or damage to any such property caused by theft or breakage, or by steam, water, rain or snow which may leak into, issue or flow from any part of the premises or any loss or damages caused by attributable to the condition or arrangement of any electrical or other wiring, heating or air conditioning equipment, notwithstanding that such injury, death, loss or damage be caused by defects in the building and equipment. The Applicant covenants to indemnify the Town against all loss, costs, claims, or demands in respect to any injuries, loss or damages referred to in this paragraph.

8. **Termination caused by fire, strike or other cause**

In any case the premises or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty, strike, lockout or unforeseen occurrence shall render the fulfillment of this Agreement by the Town impossible, then and thereupon this Agreement shall terminate and the Applicant shall pay rent for the premises only up to the time of such termination, and at the rate herein specified, and the Applicant hereby waives any claim for damages or compensation should this Agreement be so terminated.

9. **Removal of effects**

The Town reserves the right to remove from the premises all effects remaining in the premises after the time specified in Agreement at the expense of the Applicant or to charge \$10.00 per day for after the date specified on any property remaining in the premises.

10. **Damage to building**

If the premises or any portion of the building during the term of this Agreement shall be damaged by the act, default or negligence of the Applicant, or of the Applicant's agents, employees, patrons, guests, or any person admitted to the premises by the Applicant, the Applicant shall pay to the Town, upon demand such sum as shall be necessary to restore the premises to the condition that existed prior to the occurrence of such damage. The Applicant hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premises or to any portion of the building by the consent of the applicant or by or with the consent of any person acting for or on behalf of the Applicant.

11. **Right to eject persons**

The Town reserves the right to eject an objectionable person or persons from the building and upon exercise of this authority through the employees of the Town, agents or policemen, the Applicant hereby waives any right and all claims for damages.

12. **Increase of insurance**

The Applicant shall not do or permit to be done anything in or upon any portion of the premises or bring or keep anything therein or thereupon which will in any way conflict with the conditions of any insurance policy upon the premises or any part thereof, or in any way increase any rate of insurance upon the building or property therein, and if any insurance rate shall be increased as aforesaid the Applicant shall forthwith, on demand, pay to the town the amount by which the insurance premiums shall be so increased.

13. **Concurrent uses**

The Town reserves the right to rent other parts of the premises (excluding the ice surface) at the same time as the rental of the premises to the applicant and the use of the lobby, vestibules, hallways, box offices, lounges and other public rooms and facilities that may be made available to the Applicant in the discretion of the Town shall be concurrent with the use by such others as the Town may determine; PROVIDED that such renting to others shall not unreasonably interfere with the use of the premises by the Applicant. The Applicant understands and acknowledges that the

Applicant has no rights whatsoever to enter or use the areas in the building compromising the administrative offices of the Town, the mechanical rooms or any other areas specified by the Town except for the storage room used by the applicant known as the Minor Hockey Storage Room. This storage room will be made available to the applicant on an annual basis at the discretion of the Town and subject to a written request from the applicant at the time of signing this agreement.

14. **Interpretation**

Unless the contrary intention appears the words "Town" and "Applicant" shall mean respectively "Town, its successors and/or assigns" and if there is more than one Applicant or the Applicant is a female person this Agreement shall be read with all grammatical changes appropriate by reason thereof and all covenants and liabilities and obligations shall be joint and several.

15. **Miscellaneous**

- a) The Town may establish rules and regulations, from time to time, which shall be deemed, when receipt thereof is acknowledged in writing by the Applicant, to form part of this Agreement.
- b) All persons using the premises with the Applicant or under the Applicant's authority shall leave the ice surface upon the expiration of the ice time described in Agreement and vacate the premises no later than 30 minutes after the expiration of said time.
- c) The execution of this Agreement shall not in any way oblige the Town to execute a similar Agreement for the following or any other season and the Applicant shall not acquire any rights or privileges as a result thereof except as herein provided.
- d) At no time will the applicant be allowed to erect advertising, cause to have advertising displayed or erected anywhere on the premises without the written approval of the Town first obtained.
- e) The Tenant shall not, within the Stadium or in the Stadium parking lot, sell or offer for sale any goods, confectionery, soft drinks, wares or merchandise whatsoever without the permission of the Town first obtained in writing.

16. **Insurance**

The applicant shall supply to the Town of Amherst documentation of all insurance carried by the Association.

The Applicant covenants that he will place, maintain and keep in force, during the term of this Agreement, public liability insurance of \$1,000,000.00 Certificate of such coverage shall be furnished to the Town prior to the Applicant making use of said premises.

17. **Commencement and Duration**

This Agreement shall come into effect at the beginning of the season and continue until the end of the season.

18. **Termination**

This Agreement shall automatically terminate upon the following events:

- a) upon default by the Applicant of any of the terms hereof; or
- b) upon the Town's discretion pursuant to paragraph 5 hereof; or
- c) upon the events described in paragraph 8 hereof; or
- e) at the end of the season.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective corporate seals duly attested by the signatures of their respective properly authorized officers as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

TOWN OF AMHERST

(name)
